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STATE MS.-DESOTO CO.

FILED

RETURN TO: CHICAGO TITLE INSURANCE CO 6080 POPLAR AVE - SUITE LL37 MEMPHIS, TN 38119-0916

013371 + DOI 3371

## WARRANTY DEED

Oct 10 2 46 PM '01

BK. 400 10 6.78

THIS INDENTURE, made and entered into as of the 9th day of October, 2001, by and between GOODMAN-55, LTD., a Tennessee limited partnership, party of the first part, and ALDI (INDIANA) L.P., an Indiana limited partnership, party of the second part.

WITNESSETH: That for and in consideration of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part has bargained and sold and does hereby bargain, sell, convey and confirm unto the said party of the second part the following described real estate, situated and being in the County of DeSoto, State of Mississippi, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE, MADE A PART HEREOF.

Being part of the same property conveyed to party of the first part herein by Warranty Deed of record as Deed Book 104, page 559 in the Register's Office of DeSoto County, Mississippi.

The property herein conveyed is subject to the following: 2001 DeSoto County taxes and 2001 City of Southaven taxes, not yet due and payable, which party of the second part assumes and agrees to pay, and subject to subdivision restrictions, building lines and easements of record in Plat Book 45, page 45; covenants, conditions, restrictions, liens, easements and assessments in Declaration of Covenants, Conditions and Restrictions of record in Book 268, page 625, rerecorded in Book 270, page 738; restrictions in Supplemental Declaration of record in Book 322, page 86; and easements of record in Book 110, page 63, Book 150, page 582, Book 165, page 667, and Book 209, page 103; all in the Chancery Clerk's Office of DeSoto County, Mississippi; and subject to any portion of the herein described property underlying public roads.

TO HAVE AND TO HOLD the aforesaid real estate, together with all the appurtenances and hereditaments thereunto belonging or in any wise appertaining unto the said party of the second part, his heirs, successors and assigns in fee simple forever.

The said party of the first part does hereby covenant with the said party of the second part that it is lawfully seized in fee of the aforedescribed real estate; that it has a good right to sell and convey the same; that the same is unencumbered, except as set out hereinabove; and that the title and quiet possession thereto it will warrant and forever defend against the lawful claims of all persons.

The word "party" as used herein shall mean "parties" if it refers to more than one person or entity, and pronouns shall be construed according to their proper gender and number according to the context hereof.

WITNESS the signature of the party of the first part as of the day and year first above written.

By:

| Company |

## STATE OF TENNESSEE COUNTY OF SHELBY

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared JAMES H. PRENTISS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a General Partner of GOODMAN-55, LTD., a Tennessee limited partnership, the within named bargainor, and that he, as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of GOODMAN-55, LTD., a Tennessee limited partnership, by himself as such General Partner.

Heilffr Kanz

Julfrikan

Notary Public

WITNESS my hand at office this 9th day of October, 2001.

OBARY Public

My commission expires:

STATE OF TENNESSEE COUNTY OF SHELBY

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared MORRIS J. KRIGER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a General Partner of GOODMAN-55, LTD., a Tennessee limited partnership, the within named bargainor, and that he, as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of GOODMAN-55, LTD., a Tennessee limited partnership, by himself as such General Partner.

WITNESS my hand at office this 9th day of October, 2001.

WIARY PUBLIC

My commission expire

STATE OF TENNESSEE COUNTY OF SHELBY

Before me, the undersigned Notary Public of the State and County aforesaid, personally appeared RONALD M. HARKAVY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a General Partner of GOODMAN-55, LTD., a Tennessee limited partnership, the within named bargainor, and that he, as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of GOODMAN-55, LTD., a Tennessee limited partnership, by himself as such General Partner.

WITNESS my hand at office this 9th day of October, 2001.

NOTARY

My commission expire

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PROPERTY ADDRESS:

unimproved 1.466 acres

Goodman Road and 1-55

Southaven, Mississippi 38671

NAME, ADDRESS OF GRANTEE:

ALDI (INDIANA) L.P.

P. O. Box 8800

O'Fallon, MO 63366

636-278-4700 0 Telephone Number(s): \_

NAME, ADDRESS OF GRANTOR:

GOODMAN-55, LTD.

c/o James H. Prentiss

5118 Park Avenue

Memphis, Tennessee 38119

Telephone Number(s): \_\_\_\_

901-766-1861 0

THIS INSTRUMENT PREPARED BY AND RETURN TO:

RONALD M. HARKAVY

ARMSTRONG ALLEN, PLLC

6060 Poplar Avenue, Suite 140

Memphis, Tennessee 38119

901-523-8211

T.G. No. CTCo. 2013371

Tax Parcel No.: 1087-2505.0-00001.00

File No. 01081270

Mail tax bills to:

(Person or Agency responsible

for payment of taxes)

ALDI (Indiana) L.P., an Indiana

Limited Partnership

P.O. Box 8800

O'Fallen, MO 63366

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## EXHIBIT "A"

Lot 1, Final Plat, Goodman/I-55 Subdivision, Section 25, Township 1 South, Range 8 West, as shown on plat of record in Plat Book 45, page 45, in the Chancery Clerk's Office of DeSoto County, Mississippi, and being more particularly described as follows:

Beginning at a 3/8 inch rebar (found), said rebar being west 2101.80 feet and north 48.78 feet from the southeast corner of Section 25, Township 1 South, Range 8 West; thence north 00 degrees 20 minutes 48 seconds west 191.62 feet to a 1/2 inch conduit pipe (found); thence south 89 degrees 39 minutes 12 seconds west 29.68 feet to a 1/2 inch conduit pipe (found); thence north 00 degrees 20 minutes 48 seconds west 128.50 feet to a 1/2 (inch) conduit pipe (found); thence north 89 degrees 56 minutes 04 seconds east 224.37 feet (to a) P.K. nail (found); thence south 00 degrees 03 minutes 56 seconds east 129.04 feet to a 1/2 inch conduit pipe (found); thence south 06 degrees 53 minutes 26 seconds east 122.99 feet to a P.K. nail (found); thence north 89 degrees 52 minutes 07 seconds west 54.88 feet to a 1/2 inch conduit (set); thence south 01 degree 38 minutes 54 seconds west 68.59 feet to a concrete monument (found); thence south 89 degrees 46 minutes 00 seconds west 150.81 feet to the point of beginning.